

ORDINANCE NO. 2751 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE TWO UTILITY EASEMENTS IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY ON CITY-OWNED WELL SITES: AT MANISTEE RANCH PARK NEAR 51ST AVENUE AND NORTHERN; AND NEXT TO LIONS PARK ON FRIER DRIVE AND 63RD AVENUE IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Arizona Public Service Company two utility easements upon, across, over and under the surface of certain properties located within existing City property, in the form attached hereto as Exhibits A and B. The legal descriptions are contained in the Easements.

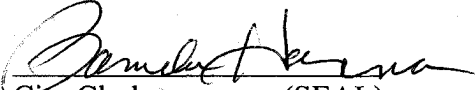
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

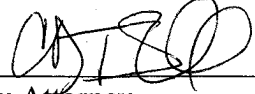
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of November, 2010.


MAYOR

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

EXHIBIT A – FOR REFERENCE ONLY

NE¼-5-2N-2E
W477591
147-19-001G
10-15
JNJ

**GLENDAL-APS
UTILITY EASEMENT**

THE CITY OF GLENDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property depicted as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; and install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities solely for Grantee's own use incidental to supplying electricity (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"). Grantee Facilities shall consist of underground electric lines and appurtenant facilities including pad mounted equipment, the locations of which are set forth in Exhibit "B." In no event may any overhead electric lines and associated overhead equipment be installed unless in an emergency to restore power. Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

EXHIBIT A – FOR REFERENCE ONLY

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises. However, Grantor reserves all other rights, interests and uses of the Easement Premises that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, driveways, and curbing. Notwithstanding the foregoing, Grantor shall not lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises without the prior written consent of Grantee, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee shall not have the right to use the Easement Premises to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Premises may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings, as shown on Exhibit "B" attached hereto and made a part hereof. No obstructions, trees, shrubs, fixtures, or permanent structures shall be placed or permitted by Grantor within said areas. Grantee is hereby granted the right to trim, prune, cut, and clear away trees, brush, shrubs, or other obstructions within said areas.

Grantee shall exercise reasonable care to avoid damage to the Easement Premises and all improvements thereon and agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area, including without limitation, all pavement, landscaping, cement, and other improvements permitted within the Easement Premises pursuant to this easement will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Premises granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the

EXHIBIT A – FOR REFERENCE ONLY

easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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EXHIBIT A – FOR REFERENCE ONLY

IN WITNESS WHEREOF, the City of Glendale, a municipal corporation of the State of Arizona, has caused this Easement to be executed by its duly authorized representative, this ____ day of _____, 20__.

CITY OF GLENDALE, an Arizona municipal Corporation

Ed Beasley, City Manager

APPROVED AS TO FORM:

Craig Tindall, City Attorney

ATTEST:

Pamela Hanna, City Clerk

STATE OF ARIZONA }
 } ss.
County of MARICOPA }

This instrument was acknowledged before me this ____ day of _____, 20____
by _____ as _____ on behalf of
the City of Glendale.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

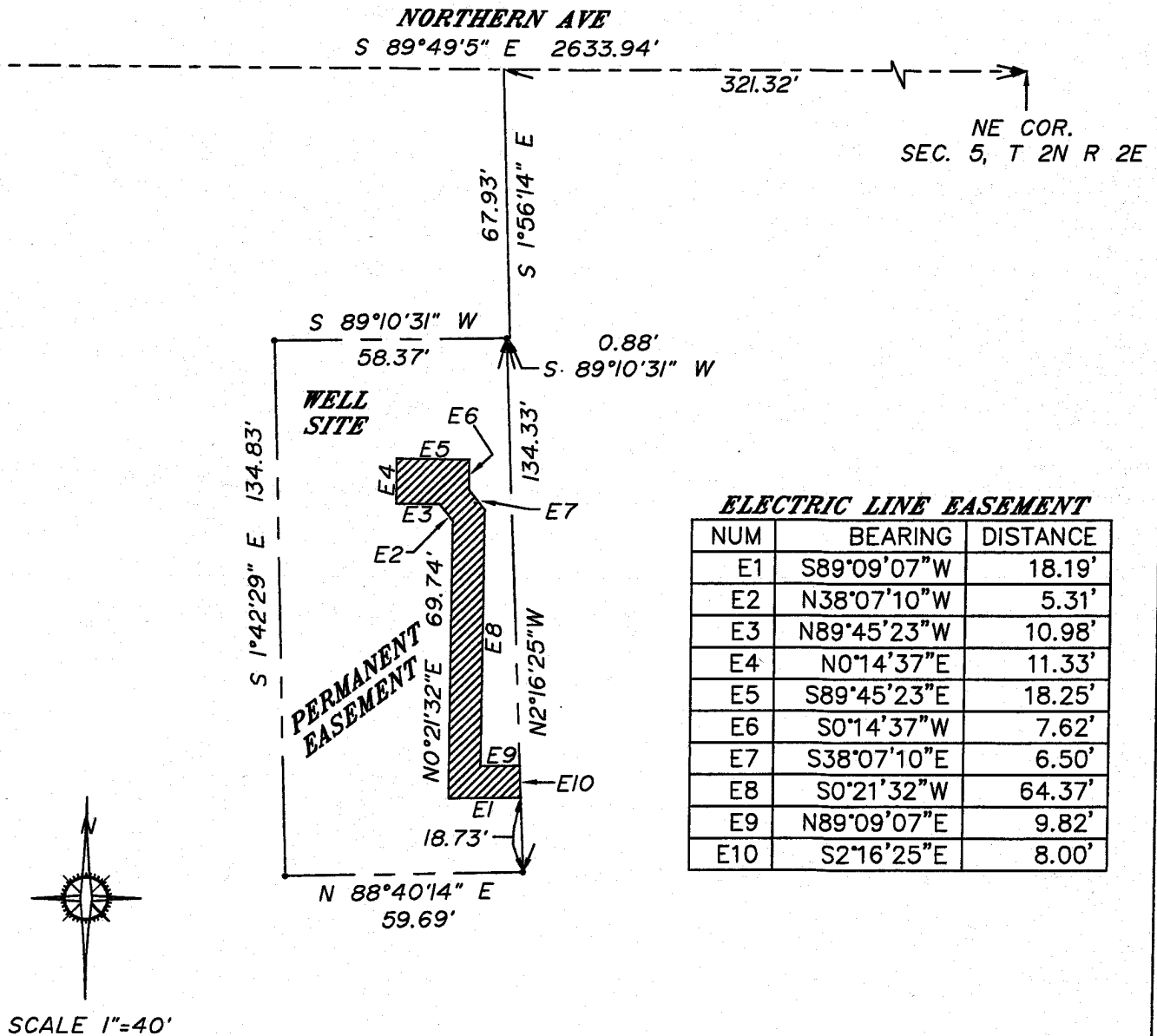
Notary Public

My Commission Expires:

EXHIBIT A – FOR REFERENCE ONLY

EXHIBIT "A"

A portion of the Northeast quarter of the Northeast quarter of Section 5, Township 2 North, Range 2 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona described as Parcel "2" in Document 1996-0540866, official records of the County Recorder of Maricopa County, Arizona.

EXHIBIT "B"SKETCH SHOWING LOCATION AND LIMITS OF
UTILITY EASEMENT**ELECTRIC LINE EASEMENT**

NUM	BEARING	DISTANCE
E1	S89°09'07"W	18.19'
E2	N38°07'10"W	5.31'
E3	N89°45'23"W	10.98'
E4	N0°14'37"E	11.33'
E5	S89°45'23"E	18.25'
E6	S0°14'37"W	7.62'
E7	S38°07'10"E	6.50'
E8	S0°21'32"W	64.37'
E9	N89°09'07"E	9.82'
E10	S2°16'25"E	8.00'

LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- PROPERTY CORNER

JOB# W477591 DATE: 05/10/10

NE 1/4 SEC 5 T 2N R 2E

SCALE: 1"= 40' INDEX 10-15

R/W: JAYSON JOHNSON

SURVEY: JOHNSON-TAFT

DRAWN BY: JOHNSON

NE ¼ SEC 6 T 2N R 2E
W477626
143-39-002
10-14
JNJ

GLENDALE-APS UTILITY EASEMENT

THE CITY OF GLENDALE, a municipal corporation of the State of Arizona, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

THE WEST HALF OF LOT 10, HADSELL'S ADDITION TO GLENDALE, ACCORDING TO PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA IN BOOK 2 OF MAPS, PAGE 10, EXCEPT THE WEST 40 FEET AND THE SOUTH 30 FEET THEREOF FOR ROADWAY PURPOSES, AND EXCEPT THE EAST 30 FEET OF THE SOUTH 529.74 FEET THEREOF.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property depicted as follows (herein called the "Easement Premises"):

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EXHIBIT B – FOR REFERENCE ONLY

If any of Grantee's electric facilities in this easement are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

Grantee shall not have the right to transfer, convey or assign its interests in this easement to any individual, corporation, or other entity (other than to an affiliated entity of Grantee or an entity that acquires from Grantee substantially all of Grantee's electric distribution facilities within the area of Grantor's Property) without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Grantee shall notify Grantor of the transfer, conveyance or assignment of any rights granted herein.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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EXHIBIT B – FOR REFERENCE ONLY

IN WITNESS WHEREOF, the City of Glendale, a municipal corporation of the State of Arizona, has caused this Easement to be executed by its duly authorized representative, this ____ day of _____, 20__.

CITY OF GLENDALE, an Arizona municipal Corporation

Ed Beasley, City Manager

APPROVED AS TO FORM:

Craig Tindall, City Attorney

ATTEST:

Pamela Hanna, City Clerk

STATE OF ARIZONA }
 } ss.
County of MARICOPA }

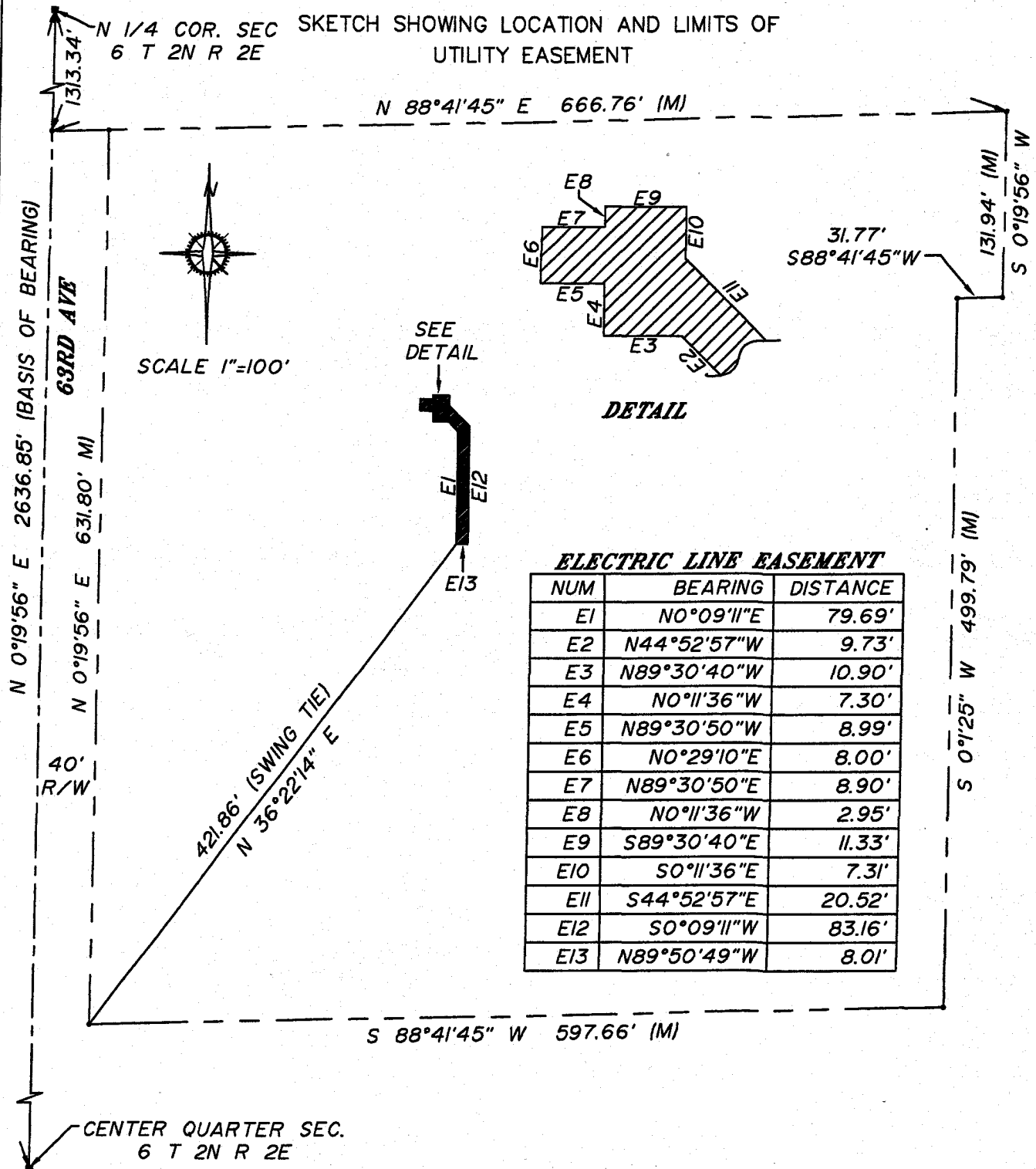
This instrument was acknowledged before me this ____ day of _____, 20____
by _____ as _____ on behalf of
the City of Glendale.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


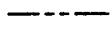
Notary Public

My Commission Expires:

EXHIBIT "A"



LEGEND

-  EASEMENT AREA
-  ROAD CENTERLINE
-  PROPERTY LINE
-  PROPERTY CORNER

JOB# W477626	DATE: 04/29/10
NE 1/4 SEC 6	T 2N R 2E
SCALE: 1"= 100'	INDEX 10-14
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-TAFT	
DRAWN BY: JOHNSON	